



ENUMCLAW FIRE DEPARTMENT BOARD OF FIRE COMMISSIONERS

REGULAR MEETING AGENDA WEDNESDAY, FEBRUARY 17, 2021 – 6:00PM REMOTE MEETING TELEPHONE CONFERENCE CALL-IN USING ZOOM

The Board of Commissioners of the Enumclaw Fire Department will hold a Regular Meeting via Telephone Conference Call-In.

Call-In Information:

Dial: +1 253 215 8782

Meeting ID: 812 1762 7152

Link to Join: <https://us02web.zoom.us/j/81217627152>

1. **CALL TO ORDER**
2. **ATTENDANCE**
3. **AGENDA AMENDMENTS**
4. **APPROVAL OF MEETING MINUTES**
 - A. Regular Meeting January 20, 2021
5. **REGULAR BUSINESS**
 - A. CORRESPONDENCE
 - B. FINANCIALS
 - 1) Approval of Expenditures – Exhibit A
 - a) 2021 General Fund Expenditures - \$378,483.17
 - **Board Action Recommendation:** To approve expenditures from the 2021 General Fund for \$378,483.17 as presented in Exhibit A.
 - 2) Cash Balances
 - a) January 31, 2021
 - a. General Operating Fund – \$2,248,426.92 (2020 - \$2,213,494.18)
 - b. Capital Outlay Fund - \$2,881,347.70 (2020 - \$1,922,337.63)
 - b) February 10, 2021
 - a. General Operating Fund – \$2,310,978.83
 - b. Capital Outlay Fund - \$2,881,347.70
 - 2) Financial Report – Ashley Winter, Office Manager
 - C. FIRE CHIEF'S REPORT - Chief Randy Fehr
 - D. RESOLUTIONS
 - 1) Resolution 2021-01 Surplus 1991 Seagrave Fire Engine
6. **MEETINGS**
 - A. Next Regular Meeting
 - 1) March 17, 2021 @ 6:00pm
7. **OLD BUSINESS**
 - A. Annual Review of Board Policy Manual – Follow-up
8. **NEW BUSINESS**
 - A. City of Enumclaw Fire Marshal ILA - DRAFT
9. **EXECUTIVE/EXEMPT SESSION**
10. **GOOD OF THE ORDER**
11. **ADJOURNMENT**



ENUMCLAW FIRE DEPARTMENT

1330 Wells Street Enumclaw, WA 98022
 Telephone (360) 825-5544 Fax: (253) 856-6541
 www.enumclawfire.org – EFD@enumclawfire.org

EXHIBIT A - EXPENDITURES FROM 1-21-2021 THRU 2-17-2021

Date: Wednesday, February 17, 2021

To: Board of Commissioners
From: Ashley Winter, Office Manager

Subject: Recommendation of Approval of Expenditures

General Fund Vouchers	Date	Batch	Type	Voucher #s	Amount
	2/17/2021	2021.02.02	Accounts Payable	210202001-210202029	\$ 61,994.63
					<u>\$ 61,994.63</u>

General Fund Payroll	Date	Batch	Type	Voucher #s	Amount
	1/29/2021	Career	Direct Deposit	EFTs	\$ 143,398.92
	1/29/2021	2021.01.05	Deductions & Benefits	EFTs	\$ 143,078.73
	1/27/2021	2021.01.06	Deductions & Benefits	210106001-210106003	\$ 6,856.82
	1/28/2021	2021.01.07	Payroll Quarterly Taxes	EFTs	\$ 19,161.99
	1/28/2021	2021.01.08	Payroll Quarterly Taxes	EFTs	\$ 50.52
	2/12/2021	Vol/Chap/Board	Direct Deposit	EFTs	\$ 3,317.82
	2/12/2021	2021.02.01	Deductions & Benefits	EFTs	\$ 623.74
					<u>\$ 316,488.54</u>

Capital Fund Vouchers	Date	Batch	Type	Voucher #s	Amount
					<u>\$ -</u>

Voided Vouchers	Date	Batch	Type	Voucher #s	Amount
					<u>\$ -</u>

Interfund Transfer	Date	From	To	Description	Amount
					<u>\$ -</u>

Total 2021 General Fund Expenditures \$ 378,483.17
Total Capital Fund Expenditures \$ -
TOTAL EXPENDITURES \$ 378,483.17



ENUMCLAW FIRE DEPARTMENT BOARD OF FIRE COMMISSIONERS

REGULAR MEETING MINUTES
WEDNESDAY, JANUARY 20, 2021 – 6:00PM
REMOTE MEETING
TELEPHONE CONFERENCE CALL-IN USING ZOOM

The Board of Commissioners of the Enumclaw Fire Department held a Regular Meeting via Telephone Conference Call-In.

Call-In Information:

Dial: +1 253 215 8782

Webinar ID: 899 0777 1805

Passcode: 98022

Link to Join: <https://us02web.zoom.us/j/89907771805?pwd=b3EzZkFUcHRnVFA2dIRQemtGT1FLZz09>

1. CALL TO ORDER

A. Meeting called to order by Commissioner Trachte at 6:00pm

2. ATTENDANCE

A. Amy Trachte – Commissioner, Jenny Jones – Commissioner, Angie Stubblefield – Commissioner, Jim Zoll – Commissioner, Eric Heintzinger – Commissioner, Mike Reynolds – Attorney, Randy Fehr – Fire Chief, Erinn Tinney – Administrative Assistant

3. AGENDA AMENDMENTS

A. Executive Session #3: Bargain temporary Training Captain position

4. APPROVAL OF MEETING MINUTES

A. Regular Meeting December 16, 2020

- **Board Action:** Motion made by Commissioner Zoll to approve December 16, 2020 Regular Meeting Minutes, seconded by Commissioner Stubblefield. All in favor 5-0.

5. REGULAR BUSINESS

A. CORRESPONDENCE

B. FINANCIALS

1) Approval of Expenditures – Exhibit A

a) 2020 General Fund Expenditures - \$287,053.60

b) 2021 General Fund Expenditures - \$169,682.83

- **Board Action:** Motion made by Commissioner Jones to approve expenditures from the 2020 General Fund for \$287,053.60 and 2021 General Fund for \$169,682.83 as presented in Exhibit A, seconded by Commissioner Heintzinger. All in favor 5-0.

2) Cash Balances

a) December 31, 2020

a. General Operating Fund – \$2,631,531.80 (2019 - \$2,562,100.19)

b. Capital Outlay Fund - \$2,828,918.84 (2019 - \$1,863,853.23)

b) January 13, 2021

a. General Operating Fund – \$2,567,708.90

b. Capital Outlay Fund - \$2,874,198.31

3) Financial Report – Chief Randy Fehr

C. FIRE CHIEF'S REPORT - Chief Randy Fehr

D. RESOLUTIONS

1) Resolution 2021-01 Surplus 1991 Seagrave Fire Engine

- **Board Action:** Motion made by Commissioner Heintzinger to read by title only, seconded by Commissioner Stubblefield. All in favor 5-0.

- Commissioner Trachte reads Resolution 2021-01 by title.
- 2) Resolution 2021-02 Building Demolition Contract
 - **Board Action:** Motion made by Commissioner Heintzinger to read by title only, seconded by Commissioner Jones. All in favor 5-0.
 - Commissioner Trachte reads Resolution 2021-02 by title.
 - **Board Action:** Motion made by Commissioner Zoll to approve Resolution #2021-02, seconded by Commissioner Stubblefield. All in favor 5-0.

6. MEETINGS

- A. 2018-2019 Audit Exit Conference Meeting
 - Commissioners Trachte and Jones will attend Audit Exit Conference Meeting
- B. Next Regular Meeting
 - 1) February 17, 2021 @ 6:00pm

7. OLD BUSINESS

8. NEW BUSINESS

- A. 2021 Consolidated Fee Schedule
 - **Board Action:** Motion made by Commissioner Jones to adopt 2021 Consolidated Fee Schedule, seconded by Commissioner Heintzinger. All in favor 5-0.
- B. Annual Review of Board Policy Manual
 - Commissioners to review Board Policy Manual and bring any changes or updates to February 17, 2021 meeting.

2. EXECUTIVE/EXEMPT SESSION

- A. RCW 42.30.110
 - 1) Salary Savings Plan – Williams
 - 2) L3931 CBA – CBT Evaluator
 - 3) L3931 CBA – Temporary Training Captain
 - Dismissed at 6:57pm, estimated for 20-25 minutes.
 - Resumed regular session at 7:20pm.

3. GOOD OF THE ORDER

4. ADJOURNMENT

- **Board Action:** Motion made by Commissioner Stubblefield to adjourn meeting at 7:25pm, seconded by Commissioner Heintzinger. All in favor 5-0.

Approved by:

Amy Trachte, Chairperson

Erinn Tinney, Administrative Assistant

CHECK REGISTER

ENUMCLAW FIRE DEPARTMENT

Time: 15:26:48 Date: 02/11/2021

01/21/2021 To: 02/17/2021

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
79	01/31/2021	Payroll	1	EFT		7,597.51	
80	01/31/2021	Payroll	1	EFT		6,737.15	
81	01/31/2021	Payroll	1	EFT		4,618.45	
82	01/31/2021	Payroll	1	EFT		4,845.28	
83	01/31/2021	Payroll	1	EFT		10,349.82	
84	01/31/2021	Payroll	1	EFT		6,758.29	
85	01/31/2021	Payroll	1	EFT		6,731.84	
86	01/31/2021	Payroll	1	EFT		7,631.52	
87	01/31/2021	Payroll	1	EFT		3,652.66	
88	01/31/2021	Payroll	1	EFT		5,867.90	
89	01/31/2021	Payroll	1	EFT		10,845.18	
90	01/31/2021	Payroll	1	EFT		7,561.33	
91	01/31/2021	Payroll	1	EFT		6,091.85	
92	01/31/2021	Payroll	1	EFT		6,304.69	
93	01/31/2021	Payroll	1	EFT		6,506.68	
94	01/31/2021	Payroll	1	EFT		12,167.24	
95	01/31/2021	Payroll	1	EFT		2,842.61	
96	01/31/2021	Payroll	1	EFT		3,691.47	
97	01/31/2021	Payroll	1	EFT		6,834.96	
98	01/31/2021	Payroll	1	EFT		5,919.89	
99	01/31/2021	Payroll	1	EFT		7,129.33	
100	01/31/2021	Payroll	1	EFT		2,713.27	
101	01/31/2021	Payroll	1	EFT	DEPT OF RETIREMENT SYSTEMS	33,569.85	Pay Cycle(s) 01/31/2021 To 01/31/2021 - LEOFF2; Pay Cycle(s) 01/31/2021 To 01/31/2021 - PERS2
102	01/31/2021	Payroll	1	EFT	DIRECT DEPOSIT FOR PAYROLL	19,000.00	Pay Cycle(s) 01/31/2021 To 01/31/2021 - PR DRAW
103	01/31/2021	Payroll	1	EFT	IAFF #3931	2,774.00	Pay Cycle(s) 01/31/2021 To 01/31/2021 - L3931 HOUSE DUES; Pay Cycle(s) 01/31/2021 To 01/31/2021 - L3931 UNION DUES
104	01/31/2021	Payroll	1	EFT	IAFF FIRE PAC	164.22	Pay Cycle(s) 01/31/2021 To 01/31/2021 - IAFF FIRE PAC
105	01/31/2021	Payroll	1	EFT	INTERNAL REVENUE SERVICE	33,714.61	941 Deposit for Pay Cycle(s) 01/31/2021 - 01/31/2021
106	01/31/2021	Payroll	1	EFT	JOHN HANCOCK RETIREMENT PLAN SERVICES	12,255.60	Pay Cycle(s) 01/31/2021 To 01/31/2021 - DEFERRED COMP; Pay Cycle(s) 01/31/2021 To 01/31/2021 - DEFERRED COMP-ADMIN; Pay Cycle(s) 01/31/2021 To 01/31/2021 - DEFERRED COMP-LOAN PMT
107	01/31/2021	Payroll	1	EFT	LEOFF HEALTH & WELFARE TRUST	39,600.45	Pay Cycle(s) 01/31/2021 To 01/31/2021 - MEDICAL INS
108	01/31/2021	Payroll	1	EFT	WSCFF MEDICAL EMPLOYEE BENEFIT TRUST	2,000.00	Pay Cycle(s) 01/31/2021 To 01/31/2021 - WSCFF MERP
113	01/28/2021	Payroll	1	EFT	DEPT OF LABOR & INDUSTRIES	17,728.58	4TH Quarter 10/01/2020 - 12/31/2020
114	01/28/2021	Payroll	1	EFT	EMPLOYMENT SECURITY DEPT-PFML	1,433.41	Pay Cycle(s) 10/01/2020 To 12/31/2020 - PFML

CHECK REGISTER

ENUMCLAW FIRE DEPARTMENT

Time: 15:26:48 Date: 02/11/2021

01/21/2021 To: 02/17/2021

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
116	01/29/2021	Claims	1	EFT	EMPLOYMENT SECURITY DEPT-PFML	50.52	4TH QUARTER 2020 - PFML DUE (Shortfall In Employee Deductions Due To Cap Setting Error In Payroll System)
129	02/12/2021	Payroll	1	EFT		277.05	
130	02/12/2021	Payroll	1	EFT		277.05	
131	02/12/2021	Payroll	1	EFT		117.90	
132	02/12/2021	Payroll	1	EFT		117.90	
133	02/12/2021	Payroll	1	EFT		580.61	
134	02/12/2021	Payroll	1	EFT		277.05	
135	02/12/2021	Payroll	1	EFT		117.90	
136	02/12/2021	Payroll	1	EFT		117.90	
137	02/12/2021	Payroll	1	EFT		547.61	
138	02/12/2021	Payroll	1	EFT		461.75	
139	02/12/2021	Payroll	1	EFT		307.20	
140	02/12/2021	Payroll	1	EFT		117.90	
141	02/12/2021	Payroll	1	EFT	INTERNAL REVENUE SERVICE	623.74	941 Deposit for Pay Cycle(s) 02/12/2021 - 02/12/2021
146	02/17/2021	Claims	1	0	AMERIGAS PROPANE LLC	140.22	INV# 3117659972
147	02/17/2021	Claims	1	0	ATTORNEY MICHAEL J REYNOLDS	787.50	INV# 5915
148	02/17/2021	Claims	1	0	CASCADE HEALTHCARE SERVICES, LLC	27.21	INV# T60901
149	02/17/2021	Claims	1	0	COPIERS NORTHWEST	68.35	INV# INV2252471
150	02/17/2021	Claims	1	0	CREATIVE CONCEPTS	1,390.00	INV# 21-00003; INV# 21-00008
151	02/17/2021	Claims	1	0	CUMBERLAND WATER CO-OP	100.16	ACT# 2864500; ACT# 2864600
152	02/17/2021	Claims	1	0	DEPT OF L & I BOILER SECTION	160.60	INV# 332983
153	02/17/2021	Claims	1	0	MICHELE DISS	1,696.78	JANUARY
154	02/17/2021	Claims	1	0	EAR, NOSE, THROAT & FACIAL	600.00	ACT# 594688; ACT# 594883; INV# 595085
155	02/17/2021	Claims	1	0	GALLS LLC	522.99	INV# 017520491; INV# 017498810
156	02/17/2021	Claims	1	0	GATEWAY TRUE VALUE	15.37	INV# 142547; INV# 142551
157	02/17/2021	Claims	1	0	GLENDALE HEATING AIR CONDITIONING	629.53	INV# 353185; INV# 354166
158	02/17/2021	Claims	1	0	JAMES OIL CO INC	871.21	INV# 416635; INV# 416328; INV# 83166; INV# 83174
159	02/17/2021	Claims	1	0	KING COUNTY RADIO COMMUNICATION SERVICES	2,444.66	Inv# 00452278; INV# 00452277; INV# 16746
160	02/17/2021	Claims	1	0	LIFE ASSIST INC	2,643.56	INV# 1071082; INV# 1069977; INV# 1069664
161	02/17/2021	Claims	1	0	MC GAVICK & GRAVES	812.00	INV# 23926
162	02/17/2021	Claims	1	0	PRAXAIR DISTRIBUTION	195.51	INV# 61611870
163	02/17/2021	Claims	1	0	PUBLIC SAFETY SELECTION, PC	400.00	INV# 5416
164	02/17/2021	Claims	1	0	PUGET SOUND ENERGY	1,384.65	ACT# 300000002356; ACT# 200004901209; ACT# 220000260285; ACT# 200006861179; ACT# 20004901795; ACT# 2000000086005
165	02/17/2021	Claims	1	0	ROCKING A&J	14,144.00	INV# 7461
166	02/17/2021	Claims	1	0	RON & LEOS WELDING SERVICE INC	289.11	INV# 218959; INV# 219112
167	02/17/2021	Claims	1	0	SERVPRO	1,766.38	INV# 131638
168	02/17/2021	Claims	1	0	SPRINGBROOK	12,627.26	INV# INV-B000277

CHECK REGISTER

ENUMCLAW FIRE DEPARTMENT

Time: 15:26:48 Date: 02/11/2021

01/21/2021 To: 02/17/2021

Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
169	02/17/2021	Claims	1	0	STATE AUDITORS OFFICE	3,279.90	INV# L140330
170	02/17/2021	Claims	1	0	SYSTEMS DESIGN WEST	1,563.75	INV# 20210153
171	02/17/2021	Claims	1	0	US BANK	5,142.16	FEBRUARY STATEMENT
172	02/17/2021	Claims	1	0	UW VALLEY MEDICAL CENTER	775.00	ACT# 70001426
173	02/17/2021	Claims	1	0	VALLEY COMMUNICATIONS CENTER	7,491.77	INV# 0025261
174	02/17/2021	Claims	1	0	DELORIS VAUGHN	25.00	TRANSPORT REFUND
109	01/27/2021	Payroll	1	9889271	DELTA DENTAL OF WASHINGTON	4,473.90	Pay Cycle(s) 01/31/2021 To 01/31/2021 - DENTAL INS
110	01/27/2021	Payroll	1	9889272	DIMARTINO ASSOCIATES	2,175.83	Pay Cycle(s) 01/31/2021 To 01/31/2021 - DISABILITY INS
111	01/27/2021	Payroll	1	9889273	WSCFF FAST PAC	207.09	Pay Cycle(s) 01/31/2021 To 01/31/2021 - WSCFF FAST
001 GENERAL OPERATING FUND 100280010						378,483.17	
* Transaction Has Mixed Revenue And Expense Accounts						378,483.17	Claims: 62,045.15 Payroll: 316,438.02

Period: JAN-2021

Fund: 100280010 ENUMCLAW FIRE EXPENSE

Day	Beginning Balance	Receipts	Disbursements	Ending Balance
01	2,631,531.80	0.00	6.46	2,631,525.34
02	2,631,525.34	0.00	0.00	2,631,525.34
03	2,631,525.34	0.00	0.00	2,631,525.34
04	2,631,525.34	3,527.88	1,479.92	2,633,573.30
05	2,633,573.30	0.00	0.00	2,633,573.30
06	2,633,573.30	2,584.37	110,000.00	2,526,157.67
07	2,526,157.67	1,913.42	0.00	2,528,071.09
08	2,528,071.09	33,617.79	0.00	2,561,688.88
09	2,561,688.88	0.00	0.00	2,561,688.88
10	2,561,688.88	0.00	0.00	2,561,688.88
11	2,561,688.88	1,165.58	0.00	2,562,854.46
12	2,562,854.46	2,649.91	0.00	2,565,504.37
13	2,565,504.37	2,198.07	0.00	2,567,702.44
14	2,567,702.44	3,115.60	0.00	2,570,818.04
15	2,570,818.04	14,514.27	23,021.70	2,562,310.61
16	2,562,310.61	0.00	0.00	2,562,310.61
17	2,562,310.61	0.00	0.00	2,562,310.61
18	2,562,310.61	0.00	0.00	2,562,310.61
19	2,562,310.61	2,559.15	0.00	2,564,869.76
20	2,564,869.76	351.10	55,661.13	2,509,559.73
21	2,509,559.73	7,144.26	0.00	2,516,703.99
22	2,516,703.99	9,463.44	0.00	2,526,167.43
23	2,526,167.43	0.00	0.00	2,526,167.43
24	2,526,167.43	240.83	0.00	2,526,408.26
25	2,526,408.26	0.00	0.00	2,526,408.26
26	2,526,408.26	2,423.09	0.00	2,528,831.35
27	2,528,831.35	681.05	6,856.82	2,522,655.58
28	2,522,655.58	775.36	0.00	2,523,430.94
29	2,523,430.94	10,621.17	285,206.23	2,248,845.88
30	2,248,845.88	0.00	0.00	2,248,845.88
31	2,248,845.88	0.00	418.96	2,248,426.92
Total		99,546.34	482,651.22	

Average Daily Balance: 2,530,143.91

Period: JAN-2021

Fund: 100283010 ENUMCLAW FIRE CAPITAL OUTLAY

Day	Beginning Balance	Receipts	Disbursements	Ending Balance
01	2,828,918.84	0.00	0.00	2,828,918.84
02	2,828,918.84	0.00	0.00	2,828,918.84
03	2,828,918.84	0.00	0.00	2,828,918.84
04	2,828,918.84	0.00	0.00	2,828,918.84
05	2,828,918.84	0.00	0.00	2,828,918.84
06	2,828,918.84	0.00	0.00	2,828,918.84
07	2,828,918.84	0.00	0.00	2,828,918.84
08	2,828,918.84	0.00	0.00	2,828,918.84
09	2,828,918.84	0.00	0.00	2,828,918.84
10	2,828,918.84	0.00	0.00	2,828,918.84
11	2,828,918.84	0.00	0.00	2,828,918.84
12	2,828,918.84	0.00	0.00	2,828,918.84
13	2,828,918.84	0.00	0.00	2,828,918.84
14	2,828,918.84	45,279.47	0.00	2,874,198.31
15	2,874,198.31	0.00	0.00	2,874,198.31
16	2,874,198.31	0.00	0.00	2,874,198.31
17	2,874,198.31	0.00	0.00	2,874,198.31
18	2,874,198.31	0.00	0.00	2,874,198.31
19	2,874,198.31	7,149.39	0.00	2,881,347.70
20	2,881,347.70	0.00	0.00	2,881,347.70
21	2,881,347.70	0.00	0.00	2,881,347.70
22	2,881,347.70	0.00	0.00	2,881,347.70
23	2,881,347.70	0.00	0.00	2,881,347.70
24	2,881,347.70	0.00	0.00	2,881,347.70
25	2,881,347.70	0.00	0.00	2,881,347.70
26	2,881,347.70	0.00	0.00	2,881,347.70
27	2,881,347.70	0.00	0.00	2,881,347.70
28	2,881,347.70	0.00	0.00	2,881,347.70
29	2,881,347.70	0.00	0.00	2,881,347.70
30	2,881,347.70	0.00	0.00	2,881,347.70
31	2,881,347.70	0.00	0.00	2,881,347.70
Total		52,428.86	0.00	

Average Daily Balance: 2,858,208.28

Fund	Fund Name	Ending Balance
100280010	ENUMCLAW FIRE EXPENSE	2,310,978.83
100283010	ENUMCLAW FIRE CAPITAL OUTLAY	2,881,347.70
100286030	ENUMCLAW FIRE SPECIAL RESCUE RESERV	0.00
	Total	5,192,326.53

<-----End of Report----->

**ENUMCLAW FIRE DEPARTMENT
KING COUNTY, STATE OF WASHINGTON
RESOLUTION #2021-01**

A RESOLUTION OF THE BOARD OF FIRE COMISSIONERS OF ENUMCLAW FIRE DEPARTMENT, KING COUNTY FIRE PROTECTION DISTRICT #28, KING COUNTY, WASHINGTON DECLARING TO SURPLUS ENUMCLAW FIRE DEPARTMENT APPARATUS #2812, 1991 SEAGRAVE FIRE ENGINE VIN #1F9EW28J3MCST2077.

WHEREAS, the Enumclaw Fire Department, hereinafter referred to as Fire District, has adopted a Capital Facilities Plan which identifies the useful life of fire engines at 30 years; and

WHEREAS, the Fire District Apparatus #2812, VIN#1F9EW28J3MCST2077, a 1991 Seagrave Fire Engine has reached the end of useful life; and

WHEREAS, the Fire District Apparatus #2812, VIN #1F9EW28J3MCST2077, was being used as a backup fire engine; and

WHEREAS, the amount the Fire District could receive from recycling metal on the apparatus is \$4,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF ENUMCLAW FIRE DEPARTMENT, KING COUNTY, WASHINGTON DO HEREBY RESOLVE AS FOLLOWS:

Section 1: Enumclaw Fire Department Apparatus #2812, VIN#1F9EW28J3MCST2077, a 1991 Seagrave Fire Engine, is hereby declared as surplus.

PASSED, APPROVED AND ADOPTED in Open and Regular Session this ____ day of _____, 2021.

Amy Trachte, Commissioner
Dated: _____

Jenny Jones, Commissioner
Dated: _____

Angela Stubblefield, Commissioner
Dated: _____

Jim Zoll, Commissioner

Dated: _____

Eric Heintzinger, Commissioner

Dated: _____

ATTEST:

Ashley Winter, Board Secretary

**INTERLOCAL AGREEMENT FOR FIRE PREVENTION SERVICES
BETWEEN THE CITY OF ENUMCLAW AND ENUMCLAW FIRE DEPARTMENT KING COUNTY FIRE
PROTECTION DISTRICT NO. 28**

THIS AGREEMENT is entered into by the City of Enumclaw "City" and King County Fire Protection District No. 28 "District", under the authority of the Interlocal Cooperation Act, RCW Chapter 39.34.

RECITALS

1. The City was annexed to the District in 2011 and the District provides fire protection, fire suppression and emergency medical services within the City.
2. The City has adopted land use regulations, a series of safety codes for building construction, maintenance, and the use of structures and their occupancies, including the International Building Code (IBC) and the International Fire Code (IFC) and is responsible for fire code enforcement pursuant to RCW 19.27.050.
3. The District has statutory authority to provide limited code enforcement services pursuant to RCW 52.12.031(6).

AGREEMENT

IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. **Fire Prevention Services.** Commencing _____, 20__, the District agrees to provide the fire prevention services identified in **Exhibit A**, within the boundaries of the City.
2. **Compensation.** As consideration for the provision of fire prevention services as described in paragraph 1, the City agrees to pay the District the sum of \$150,000.00 per year to fund a fire marshal position. Payment of the annual sum shall be made no later than March 1 of each year. The annual sum shall be adjusted each January 1 by the rate of increase negotiated by the District with its labor group for the position of a captain. The annual payment shall also constitute adequate consideration under RCW 52.30.020 for the District's provision of fire and emergency medical services to city owned tax-exempt properties.
3. **Duration.** The term of this Agreement shall commence on _____, 20__ and this Agreement shall remain in effect thereafter until terminated by either party as provided in paragraph 7 below.
4. **Liability.**
 - 4.1. The District shall indemnify and hold harmless the City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act

or omission of the District, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the City, the District shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or jointly against the City and the District and their respective officers, agents, and employees, the District shall satisfy the same.

- 4.2. The City shall indemnify and hold harmless the District and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against the District, the City shall defend the same at its sole cost and expense; provided that the District reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the District, and its officers, agents, and employees, or jointly against the District and the City and their respective officers, agents, and employees, the City shall satisfy the same.
 - 4.3. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
 - 4.4. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
 - 4.5. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
 - 4.6. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The PARTIES acknowledge that these provisions were specifically negotiated and agreed upon by them.
5. **Property.** No real or personal property will be jointly acquired as the result of this Agreement.

6. **Administration.** No separate legal or administrative entity is created by this Agreement. The Fire Chief of the District and the City Administrator of the City shall jointly administer this Agreement.
7. **Termination.** The parties may terminate this Agreement as follows:
 - 7.1. **For Cause.** Either party may terminate this Agreement for a material breach thereof by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If, during such thirty-day period, the breaching party cures its breach, this Agreement shall not terminate. If the breach is of such a nature that the breaching party cannot cure the same within thirty days but diligently commences a cure within that period and completes the cure within 45 days, then this Agreement shall not terminate. If the breaching party does not cure the breach within the specified period (or such other period as may be mutually agreed upon), then the termination shall become final.
 - 7.2. **For Convenience.** Either party may terminate this Agreement without cause with 18 months advance written notice of such termination.
8. **Proration of Compensation Upon Termination.** In the event of termination, the City shall pay the District according to the terms of paragraph 2 above for services rendered up to the date of termination.
9. **Notices.** Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the addresses listed on the signature pages or at such other address provided:
10. **Dispute Resolution.** Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.
 - 10.1. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
 - 10.2. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be

mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

- 10.3. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empanelling a jury for any purpose. If the party demanding the trial de novo does not improve its position from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.
- 10.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.
11. **Severability**. In the event that any section, sentence, clause, or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
12. **No Waiver**. Any party's failure to insist upon strict performance of another party's covenants or agreements, or to exercise any rights, shall not be deemed a waiver or relinquishment by such party, and such covenants, agreements and rights shall continue in full force and effect.
13. **Assignment**. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
14. **No Third Party Rights**. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. The duties of both parties under this agreement are duties owed to the public generally and by entering into this Agreement, neither the District nor the City incur a special duty to the other party, the property owners, residents or occupants of the other party.
15. **Integrated Agreement**. This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and may be modified only by a written instrument signed by all parties hereto. There are no other verbal or other agreements that modify or affect this Agreement. No course of dealing, course of

performance or trade usage, of any nature shall be used to supplement or modify any provisions of this Agreement.

**Enumclaw Fire Department King County
Fire Protection District No. 28**

City of Enumclaw

By: _____

By: _____

Print Name: _____

Print Name: _____

Its _____

Its _____

DATE: _____

DATE: _____

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

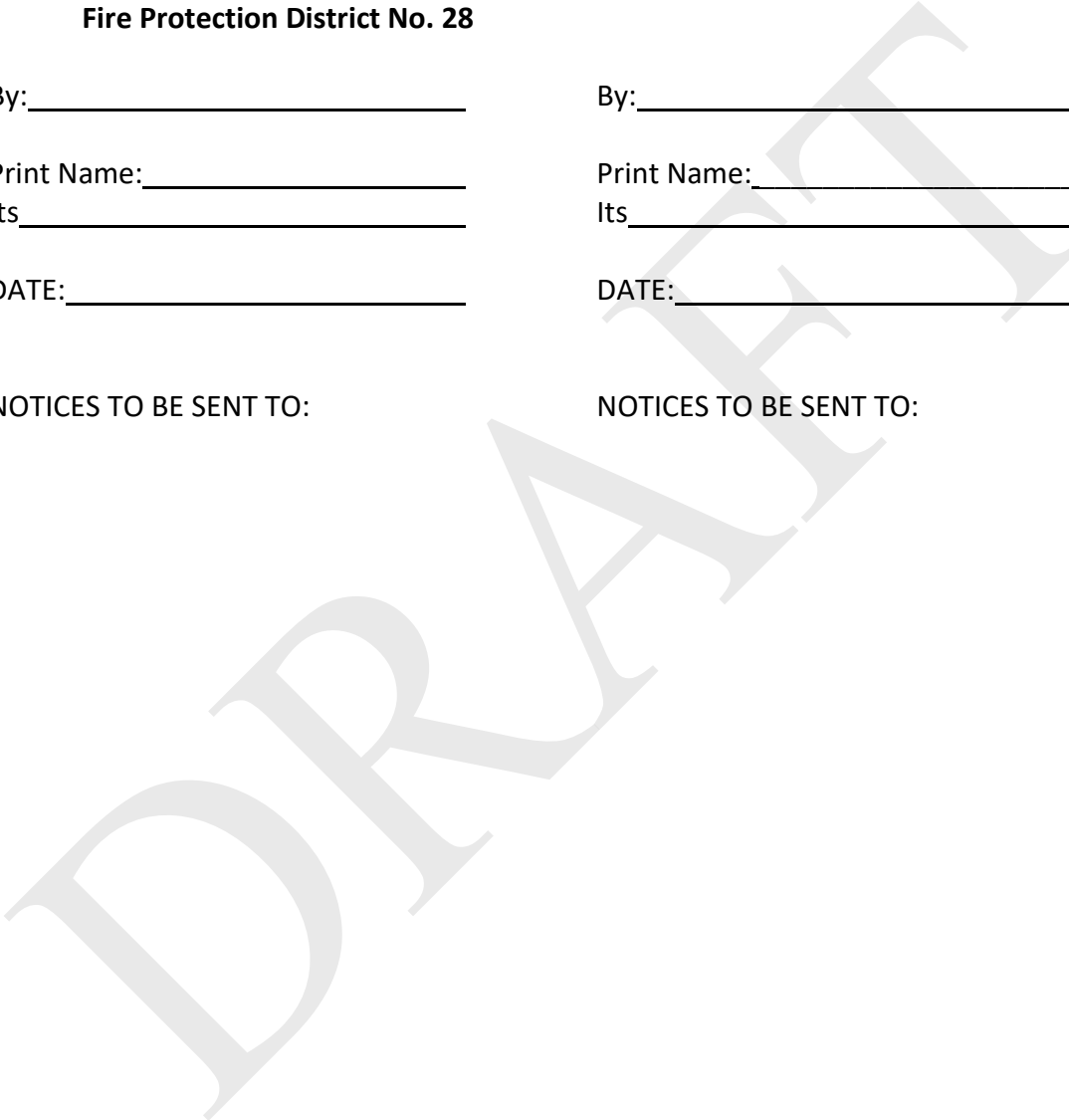


Exhibit A

Scope of Services

1.1 City Appointment of Fire Chief and Fire Marshal/Fire Code Official. For the purpose of enforcement of federal, state, and City laws relating to Fire Prevention Services, including but not limited to the International Fire Code (hereinafter “codes”), the Chief Officer of the District shall be considered the City’s Fire Chief, and the Captain assigned to Fire Prevention shall be considered the City’s Fire Marshal and Fire Code Official.

1.2 Fire Prevention Administration Services Provided to City. The District shall provide the following Fire Prevention Administration Services to the City:

- a. Direct the management and supervision of Fire Prevention Services personnel;
- b. Administer Fire Prevention Services programs and activities to include inspections, plan review, code enforcement, addressing, fire investigations, public education, assessment and collection of fees, document management, and payroll.
- c. Subject to City approval, create and adopt policies, procedures, rules, and regulations to clarify the application of the codes.
- d. Subject to City approval, create and develop forms, letters, and other documents to assist in the application of codes.
- e. Provide interpretations of codes.
- f. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by the codes.
- g. Provide for public access to the Fire Prevention Services Division.
- h. Coordinate with the City’s Finance Department to include invoicing and/or billing of assessed fees, coordinating the collection of fees.
- i. Document management, to include creating and maintaining division files, routing of development applications and plans, preparing and imaging retained documentation, and fulfilling public record requests.

- j. Permit process activities to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
- k. Issue, print, and deliver permits.
- l. Process code complaints or inquiries from the public to include data entry, file creation, and routing of information.
- m. Schedule and conduct inspections for developers or contractors.
- n. Perform all duties necessary in order to enforce the codes.
- o. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City.
- p. Review and sign voluntary correction agreements.
- q. Represent the Fire Chief on the City's Short Subdivision Committee.
- r. Perform all other tasks related to the provision of Fire Prevention Administration Services.

1.3 Fire Prevention Code Enforcement Services Provided to City. The District shall provide the following Fire Prevention Code Enforcement Services to the City:

- a. Initial fire and life safety inspections of new or relocated businesses.
- b. Inspections of businesses that are required to have fire code permit(s).
- c. Investigate and resolve public code violation complaints or inquiries.
- d. All code enforcement duties related to the fire codes as required by Chapter 16 EMC.
- e. Special inspections required by outside agencies such as Department of Defense, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
- f. Post-disaster building and system inspections and/or evaluations.
- g. Approval and review fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.

- h. Attend and provide testimony and exhibits at Code Enforcement Hearings before the City's Hearings Examiner, and upon appeal, if any, to court.
- i. Perform all other tasks related to providing Fire Prevention Code Enforcement Services.

1.4 Fire Prevention Development Services Provided to City. The District shall provide the following Fire Prevention Development Services to the City:

- a. Address program activities to include the creation, assignment, verification, issuance, and change of addresses.
- b. Manage the Knox rapid entry program.
- c. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans.
- d. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, coordination with the Building Services Division for the issuance of Certificates of Occupancy.
- e. Provide economic development activities to include research of properties, systems and code requirements for potential projects and existing buildings.
- f. Approve hydrant placement on public and private projects.
- g. Perform hydrant flows to verify available water supply.
- h. Provide false alarm reduction program activities to include next day follow-up of false alarms from Fire Operations Division, coordinate with property owner/agent on repairs or troubleshooting, quality assurance of incident reports from false alarms, feedback to Fire Operations Division on next steps for problematic systems.
- i. Provide fire protection system confidence test program activities to include evaluation of confidence tests provided by third-parties, issuance of correction notices and/or notices of violation and drafting of voluntary correction agreements and field inspections.

- j. Provide Permit Center activities to include customer service, answering phone calls, and meeting with customers and members of the public.
- k. Perform all other tasks related to providing Fire Prevention Development Services.

DRAFT